

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.02-042
ANNUAL REQUIREMENTS FOR
PORTABLE CHEMICAL TOILETS

DATE: March 5, 2004

CONTRACT PERIOD: April 1, 2004 thru March 31, 2005

CONTRACTOR: Eagle Services
P.O. Box 26
Bennington, NE 68007

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Ed Stepanek
Telephone No.: 402/464-6722
FAX No.: 402/238-2300
E-Mail Address: eagleservicesinc@aol.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER SPECIFICATIONS AND RENEWAL OF SERVICE AGREEMENT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #69705
Dated 03/04/04

EO 64,
36-824
42-638

SERVICE AGREEMENT

WITNESS the agreement by and between the CITY OF LINCOLN, NEBRASKA, a Municipal Corporation hereinafter referred to as "City" and Eagle Services, hereinafter referred to as "Contractor."

WHEREAS, Contractor is experienced in the service and supply of portable chemical toilets, is able to provide such service and is desirable for the conducting of such service.

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein, the parties hereto agree as follows:

1. The term of this agreement shall be for one (1) year from date of signed agreement with option to renew for two (2) additional one (1) year terms upon mutual agreement between the parties hereto.
2. Contractor agrees to indemnify and hold harmless and defend the City of Lincoln, Nebraska, and its officers, agents, servants and employees from and against all losses, claims, damages and expenses including attorney's fees arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property.
3. Contractor agrees to furnish general liability insurance for the operation under such permit. Such insurance coverage shall be in the minimum amounts of two million dollars (\$2,000,000) combined single limit for property damage and personal injury; and contractor shall name the City of Lincoln as additional insured as pertains to the performance of portable chemical toilet services. The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from use of said equipment. The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of the performance of portable chemical toilet services. The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement. A certificate of insurance shall be filed and approved as to form by the City Attorney before the commencement of such use, and shall provide that it cannot be canceled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk.
4. Contact person for this service agreement is Dave Bomberger, Parks and Recreation Department, 2740 "A" Street, Lincoln, NE 68502, Phone No. 402/441-7887.
5. Contractor agree to the terms of payment as set forth in the bidding schedule (attached).
6. Contractor agrees to all terms and conditions as provided in the specifications (attached).

PROPOSAL
SPECIFICATION NO. 02-042

BID OPENING TIME: 12:00 NOON
DATE: February 27, 2002

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

THE SEASONAL REQUIREMENTS FOR PORTABLE CHEMICAL TOILET SERVICE

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>MONTHLY PRICE</u>
1.	ONCE PER WEEK PORTABLE CHEMICAL TOILET SERVICES FOR THE SUMMER PLAYGROUND LOCATIONS AND MUNICIPAL GOLF COURSES.	9 EA	\$ <u>68</u>
2.	TWICE PER WEEK PORTABLE CHEMICAL TOILET SERVICES FOR THE SUMMER PLAYGROUND LOCATIONS AND MUNICIPAL GOLF COURSES.	13 EA	\$ <u>125</u>
3.	UNITS FOR SPECIAL EVENTS		<u>Per Day</u>
	Days advance notice required for special events: _____ Days.		\$ <u>5</u>
4.	STANDARD UNIT COST		\$ <u>50</u>
5.	ADA UNIT COST		\$ <u>150</u>

BID SECURITY REQUIRED:

Yes _____ Amount: _____
No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: Following years
(c) If (b), state period for which prices will remain firm:
Through 12-31-2002

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Ed Stepanek
TITLE: owner
PHONE NO.: 402 238 2300